



Amendment No. 2  
of  
Contract Number MA 5600 NS180000012  
for  
Trip Reduction Program  
between  
RideAmigos Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. Effective March 15, 2018. The term for the extension option will be March 15, 2019 to March 14, 2020. Three (3) twelve month extension options remain.
- 2.0 The total contract amount is increased by \$10,000.00 for this extension option period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 03/15/2018 – 03/14/2019	\$30,000.00	\$30,000.00
Amendment No. 1: Administrative Modification	\$0.00	\$30,000.00
Amendment No. 2: Option 1 03/15/2019 – 03/14/2020	\$10,000.00	\$40,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: *Soren Eilertsen*

Printed Name: Soren Eilertsen March 19, 2019  
Authorized Representative

RidAmigos Corporation  
230 Pacific Street, Suite 202  
Santa Monica, CA 90405

Sign/Date: *Ken Bragdon* 3/20/19

Printed Name: Ken Bragdon  
Authorized Representative

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
of  
Contract Number MA 5600 NS18000012  
for  
Trip Reduction Program  
between  
RideAmigos Corporation  
and the  
City of Austin

1.0 The City hereby amends this Contract by decreasing the contract amount by \$20,000 on annual basis for Options 1, 2, 3 and 4 due to a price discount from RideAmigos.

Original Term @ \$30,000  
Option 1 @ \$10,000 (reduction of \$20,000)  
Option 2 @ \$10,000 (reduction of \$20,000)  
Option 3 @ \$10,000 (reduction of \$20,000)  
Option 4 @ \$10,000 (reduction of \$20,000)

2.0 Exhibit C is hereby modified as follows:

<u>Deliverables</u>		
Deliverable Description	Due Date	Invoice Amount
Provide a work plan annually that details planned enhancements to the platform including trip planner, trip logging (web and app), challenges, incentives, and point programs, administrative reporting, and other functionality. The work plan shall also describe how RideAmigos will support and maintain the City of Austin platform.	One month after contract execution and annually thereafter until the contract terminates.	\$9,000
Provide a report that details the effectiveness of the City of Austin platform, the enhancements made to the platform in the last year, and describes any significant software maintenance activities and user support provided in the last year.	Eleven months after contract execution and annually thereafter until the contract terminates.	\$1,000

2.0 The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/15/2018 – 03/14/2019	\$30,000.00	\$30,000.00
Amendment No. 1: Administrative Modification	\$0.00	\$30,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

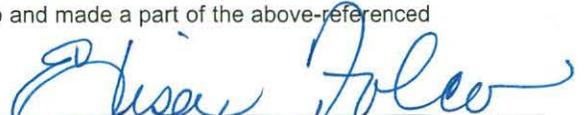
5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Date: March 13, 2019

Printed Name: Soren Ellertsen, CEO  
Authorized Representative  
RideAmigos Corporation  
230 Pacific Street, Suite 202  
Santa Monica, CA 90405

Signature: 

Date: 3/14/2019

~~Jane Neal~~ Elisa Folco  
~~Procurement Specialist II~~  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Suite 310, Austin, TX 78701

## **Austin Price Justification**

The City of Austin holds an Enterprise agreement with RideAmigos at a price of \$30,000 annually. RideAmigos Enterprise agreements fall within the range of \$20,000 to \$80,000 based upon number of employee population. The City of Austin has approximately 13,000 employees.

With an Enterprise agreement the City currently has access to:

- Single Sign-on (SSO);
- Full user data access and user management;
- Bulk emailing;
- Digital inventory for reward distribution;
- Development and support for custom items (ADL program);
- Advanced support and specified SLAs;

RideAmigos has been recommended as the vendor of choice to provide a ridematching and trip-planning system to the region of CAPCOG. As a member of CAPCOG, the City would like to transition to the upcoming CAPCOG system, but would like to maintain many of the above features, including:

- SSO;
- Full user data access and user management;
- Digital inventory for reward distribution;
- Development and support for custom items (ADL program);
- Advanced support and specified SLAs;

Within RideAmigos base regional product, organization networks and network managers have limited functionality that does not include these features. RideAmigos offers these additional features to upgraded Premium Networks. Based on the needs of the City as well as its population, the City would be best served by a Tier 2 Premium Network package:

### **Tier 2 Premium Network:**

- SSO;
- Full user management capabilities
- Eligible for Custom Development and support;
- Eligible for additional premium programs (e.g., CommuteRewards, Charitable Giving, Parking cashout)
- Digital inventory for reward distribution;
- Advanced support and specified SLAs.

**Base price: \$20,000**

In consideration of RideAmigos continued relationship with the City, RideAmigos will offer the City a substantial discount on it's standard pricing, to **\$10,000** annually for four years.

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**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
RideAmigos CORP  
For  
TRIP REDUCTION PROGRAM**

**MA NS180000012**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Right Click Solutions, Inc (DBA RideAmigos) ("Contractor"), having offices at 230 Pacific Street, Suite 202 Santa Monica, CA 90405.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the services identified in Section 2. In the event that the need arises for the Contractor to provide services beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Jeffrey Chenick, Phone: (516) 864-3189, Email Address: Jeff@rideamigos.com. The City's Contract Manager for the engagement shall be Cari Buetow, (512) 974-6368, Email Address: Cari.Buetow@austintexas.gov. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer (and in any attachments to this contract) in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations

**SECTION 3. COMPENSATION**

3.1 **Contract Amount.** The Contractor will be paid an amount not-to-exceed \$30,000.00 for the initial 12 month contract term and \$30,000.00 for option 1, \$30,000.00 for option 2, \$30,000.00 for option 3, for option 4 for a total not-to-exceed the amount of \$150,000.00 all fees and expenses upon the successful completion of the Scope of Work, as described herein.

3.2 **Invoices.**

3.2.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

3.2.2 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be itemized and transportation

charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to the below address:

	City of Austin
Department	COA Transportation
Attn:	Finance Division 3701 Lake Austin Blvd. Austin, TX 78703
Email Address	atdaccountspayable@austintexas.gov

3.2.3 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.4 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.5 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.2.6 All fees paid hereunder are non-refundable once paid.

### 3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

**3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.4 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.5 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.6 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to

the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.5.1 **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.5.2 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.6 **Final Payment and Close-Out.**

3.6.1 If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the project manager or contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

3.6.1.1 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

## SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for 12 months or until the earliest of when the deliverables set forth in the Scope of Work are complete or the City terminates the Contract.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the

"City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon sixty (60) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

#### 5.1 **Equal Opportunity.**

5.1.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.2 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

5.3 **Subscription rights.** Subject to the terms herein, Contractor hereby grants to City a limited, non-exclusive, non-transferable, terminable and non-sublicensable subscription and limited right to use the Platform (as defined below) in accordance with and subject to the terms of this Agreement. Only Authorized Users (as defined in the Order Form) may use the Services. Passwords and access to the Platform may never be shared among users. If Customer's subscription under an Order Form terminates, all Authorized Users shall, at the time of such termination, no longer have access to the Platform. For purposes of these Terms and Conditions, the "Platform" means any website or mobile experience that is provided and/or otherwise delivered by Contractor for the primary purpose of transportation solutions.

#### 5.4 **Proprietary rights.**

5.4.1 Contractor shall retain at all times all worldwide rights in the intellectual property in and on the Platform, its "look and feel," its color combinations, layout, and all other elements (including graphical), and the copyrights and other rights in and to its content. The Platform is copyrighted, trademarked, and/or otherwise protected, and owned or licensed by Contractor exclusively and the City's rights, as they are, are only set forth in this Agreement. Except as expressly stated in or on the Platform, this Agreement and/or the Order Form, nothing contained on or within the Platform may be copied, reproduced, modified, distributed,

transmitted, republished, displayed or performed without the prior written consent of Contractor in each instance. Nothing in this Agreement grants City or any Authorized User an express or implied right to use, license or sublicense any Contractor intellectual property except as set forth in Section 2, above.

5.4.2 Contractor may, in its sole discretion, change, modify, upgrade or discontinue any aspect or feature of the Platform in whole or in part, including, without limitation, the content. Such changes, upgrades, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes to the Platform, provided however, the Platform should not be materially changed from the expected deliverables to the City without the City's consent.

5.4.3 Contractor reserves at all times the exclusive right to monitor use of the Platform and reserves the right, without notice, to permanently upon default of the City to revoke and/or deny access to the Platform to any City or City's Authorized User(s) upon prior notice to the City and with the opportunity to cure. Access of the Platform beyond that of normal patterns of use or that suggests abuse of the Platform, as same is determined by Contractor in all instances, may result in immediate and permanent revocation or denial of access to the Platform in Contractor's sole discretion.

5.4.4 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.5 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.6 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 6. WARRANTIES**

### **6.1 Warranty – Price.**

#### 6.1.1

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

## **SECTION 7. MISCELLANEOUS**

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

### **7.2 Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

#### 7.4 **Audits and Records.**

7.4.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.4.2 Records Retention:

7.4.2.1 Contractor is subject to City Code 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.4.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

7.4.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.5 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

#### 7.6 **Indemnity.**

7.6.1 Definitions:

7.6.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.6.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.6.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.6.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**7.7 Indemnification.** Contractor shall indemnify the City, its officers, employees and elected officials from costs, expenses, claims, and/or judgments that the City suffers as result of Contractor's, or Contractor's agents, employees or subcontractors' gross negligence or willful misconduct. Notwithstanding the foregoing or anything to the contrary contained herein or in any other writing, Contractor's aggregate indemnification obligations and amounts shall be capped at the Aggregate Liability Amount (defined below).

**7.8 LIMITATION OF LIABILITY.** IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE RENDERING OF SERVICES OR DELIVERING THE DELIVERABLES, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED. CONTRACTOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT IN ANY EVENT, UNDER ANY THEORY OF LAW AND/OR AT ANY TIME EXCEED THE AMOUNT OF PAYMENTS RECEIVED BY CONTRACTOR FROM CITY IN THE PRIOR TWELVE MONTHS (THE "AGGREGATE LIABILITY AMOUNT").

**7.9 Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a permanent material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall, unless such information is confidential or otherwise not permitted to be disclosed, give written notice thereof to the City as soon as practicable after receipt of notice by the Contractor. Such notice to the City shall, unless such information is confidential or otherwise not permitted to be disclosed, state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

**7.10 Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Jane Neal, Buyer II

P O Box 1088

Austin, TX 78767

To the Contractor:

RideAmigos

ATTN: Jeffery Chenick

Street 230 Pacific Street, Suite 202

Santa Monica, CA 90405.

**7.11 Confidential information; no restrictions.** Each Party agrees to preserve as for the benefit of the other Party all Confidential Information (defined below) learned in connection with or related to this Agreement and/or

RideAmigos's engagement. Each Party will not directly or indirectly use or disclose Confidential Information outside the scope of Services or the delivery of the Deliverables of the other Party, "Confidential Information" includes this Agreement and the contents hereof, the Services, the Deliverables, source code, library code, object code, know-how, deliverables, trade secrets, tech pack data and instructions, technical data, processes, designs, collection plans, graphic designs, production schedules, sourcing, marketing plans, designs and themes, inventions, discoveries, applications, business plans, pricing and other financial information, computer software designs and systems, routines and sub-routines, market studies, billing rates, billing records, employee pay rates, processing techniques, personally identifiable information, all intellectual property rights, and any other documents, materials and/or information (in any and all mediums) that the either Party maintains in confidence.

7.12 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law. City agrees that Contractor may identify City as a subscriber.

7.13 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.14 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.15 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.16 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.17 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.18 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.19 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.20 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the

trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

#### 7.21 Dispute Resolution.

7.21.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.21.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

#### 7.22 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.22.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.22.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.22.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

#### 7.23 Subcontractors.

7.23.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the

Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.23.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.23.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.23.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.23.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.23.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.23.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.23.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.23.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.24 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.25 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.26 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

**7.27 Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the disclaimer, subscription rights, proprietary rights, warranty, indemnity, limitation of liability and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**7.28 Non-Solicitation.**

7.28.1 During the term of the contract, and for a period of six (6) months following termination of the contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

7.28.2 In the event that a breach of this paragraph occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

7.28.3 During the term of the contract, and for a period of six (6) months following termination of the contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a contract with the City unless the City first obtains the Contractor's.

7.28.4 In the event that a breach of this) occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor

**7.29 Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

**7.30 Incorporation of Documents. Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:  
[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

**7.31 Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental

Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.31.1 any exceptions to the Offer accepted in writing by the City;

7.31.2 the Supplemental Purchase Terms and Conditions;

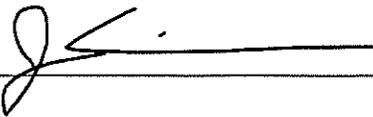
7.31.3 the Standard Purchase Terms and Conditions;

7.31.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

7.32 **Representations, warranties and covenants.** Each Party warrants and represents to the other Party that: (i) each Party is a duly incorporated and validly existing corporation in good standing under the laws of the State of which it is incorporated and authorized to do business in the state of Texas; and (ii) each Party has the necessary corporate power and authority to enter into this Agreement and to perform all of its obligations under this Agreement and no consent from any third party, person or entity is required for any Party to consummate the transactions contemplated herein. In addition, City shall never reverse engineer, decompile, disassemble, or work around technical limitations in the Platform. City shall also never license, sublicense, rent, lease, lend, resell, transfer, assign and/or host the Platform, or any portion thereof, to or for third parties or persons.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**RIGHT CLICK SOLUTIONS INC**

By:   
Signature

Name: Jeffrey Chernick  
Printed Name

Title: CEO

Date: 12/6/2017

**CITY OF AUSTIN**

By:   
Signature

Name: Jane Neal  
Printed Name

Title: Procurement Specialist II

Date: 12/8/2017

## List of Exhibits

Exhibit A	RideAmigos Offer
Exhibit B	Clarifications
Exhibit C	Deliverable Table
Exhibit D	Non Discrimination Certification, Section 0800
Exhibit E	Non-Suspension or Debarment Certification

To Whom It May Concern:

The current contract with RideAmigos will end on March 31, 2018. With over 1,200 City of Austin employees registered on the platform at SmartCommuteAustin.com, the Austin Transportation Department is looking ahead to a possible phase II of the Smart Commute Rewards program. In doing so, RideAmigos supports the City of Austin's effort to secure a one-year sole source contract at a cost of \$30,000 per year with optional extensions.

The City of Austin has never had a multi-modal (transit, carshare, carpool, vanpool, walking, and/or biking) trip planner. The RideAmigos system leverages a highly intuitive, contemporary interface that provides rapid access to the region's transportation options with a comprehensive system. The robust multi-modal dashboard provides commuters with modal comparison in time, distance, economic, environmental, health, and other custom data points. This system is carefully engineered to match and promote only relevant trip data.

Products include: web, smartphone app, and tablet multi-modal trip planner; guaranteed ride home program administration; school pool matching; competition hosting and tracking program; gaming, rewards, and social media integration; special event ridesharing platform; Esri GIS based marketing tools; communication tools within the user interface; and survey, reporting, and emissions compliance platforms.

The current City of Austin platform (SmartCommuteAustin.com) has been further customized with the inclusion of all relevant branding to match the look and feel of other City of Austin programming, added inclusion of specific data and metrics including NOx emission calculation for air quality reporting, inclusion of all localized transportation options including CapMetro routes, Car2Go, Zipcar, Austin B-Cycle, Park and Ride Lots, and transit hubs, as well as in-platform messaging to announce City of Austin programming. Additionally, new integrations with the Commute Tracker by RideAmigos and Strava provide easier trip tracking and logging than ever before.

Given the breadth of the RideAmigos platform, its deep integrations with Esri, and the significant customizations completed specifically for the City over the last 3 months, there is no company that offers a comparable suite of products than RideAmigos to meet the needs of the City.

Evan Meyer, Jeffrey Chernick and Ben Dalton also hold the patent for RideAmigos. The full patent can be viewed here: <https://www.google.com/patents/US8285570>

On behalf of RideAmigos it is my pleasure to support the City of Austin in its efforts to create a healthier, happier workforce by offering a better way to commute.



Jeffrey Chernick | CEO  
RideAmigos

EXHIBIT D  
City of Austin, Texas  
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas  
Equal Employment/Fair Housing Office

To City of Austin, Texas

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex, or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City, subject to the terms of this chapter, that they do not engage in any discriminatory employment practice as defined in this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below:

**City of Austin  
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 6 day of December, 2017

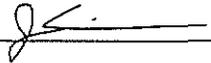
CONTRACTOR	<u>Right Click Solutions, Inc</u>
Authorized	
Signature	
Title	<u>CEO</u>

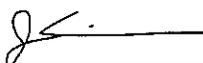
Exhibit E

City of Austin, Texas  
Section 0805  
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name : Right Click Solutions, Inc

Signature of Officer or Authorized Representative :  Date : 12/6/2017

Printed Name : Jeffrey Chernick

Title : CEO



## City of Austin FSD Purchasing Office Certificate of Exemption

DATE: 10/10/2017 DEPT: Austin Transportation  
TO: Purchasing Officer or Designee FROM: Anthony Segura  
BUYER: Jonathan Dalchalu PHONE: (512) 974-7015

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
  - a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
  - a procurement necessary to preserve or protect the public health or safety of municipality's residents
  - a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
  - a procurement for personal, professional, or planning services
  - a procurement for work that is performed and paid for by the day as the work progresses
  - a purchase of land or right-of-way
  - a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
  - a purchase of rare books, papers, and other library materials for a public library
  - paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
  - a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

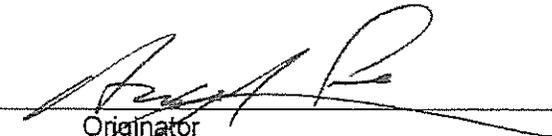
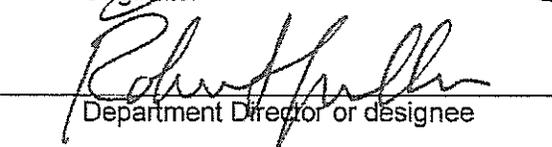
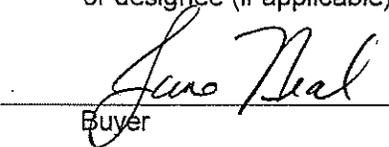
- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

RideAmigos offers the transportation management industry's most complete suite of analytical tools and management platforms. Their software helps municipal governments make smarter and more informed decisions about the ways they encourage people to get around. RideAmigos public-sector projects have helped government organizations develop and launch effective, easy-to-use trip planning, ride matching and commuter incentive systems.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Rideamigos uses a platform that is a comprehensive multimodal trip planner. Commute options are displayed for any modes that are chosen and accessible (including localized modes like shuttles), and are presented with both short and detailed itineraries of the trip. Informed commuter choice, and exploration of new transportation options is the result.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with RideAmigos which will cost approximately \$ 30,000.00 (Provide estimate and/or breakdown of cost).

Recommended Certification	 _____ Originator	<u>10/10/17</u> Date	
Approved Certification	 _____ Department Director or designee	<u>10/10/17</u> Date	
	_____ Assistant City Manager / General Manager or designee (if applicable)	_____ Date	
Purchasing Review (if applicable)	 _____ Buyer	<u>12/8/2017</u> Date	_____ Manager Initials
Exemption Authorized (if applicable)	_____ Purchasing Officer or designee	_____ Date	

02/26/2013

To Whom It May Concern

The current contract with RideAmigos will end on March 14, 2018. With over 1,200 City of Austin employees registered on the platform at SmartCommuteAustin.com, the Austin Transportation Department is looking ahead to a possible phase II of the Smart Commute Rewards program. In doing so, RideAmigos supports the City of Austin's effort to secure a one year sole source contract at a cost of \$30,000 per year with optional extensions.

The City of Austin has never had a multimodal (transit, carshare, carpool, vanpool, walking, and/or biking) trip planner. The RideAmigos system leverages a highly intuitive, contemporary interface that provides rapid access to the region's transportation options with a comprehensive system. The robust multimodal dashboard provides commuters with modal comparison in time, distance, economic, environments, health, and other custom data points. This system is carefully engineered to match and promote only relevant trip data.

Products include: web, smartphone app, and tablet multimodal trip planner; guaranteed ride home program administration, school pool matching; competition hosting and tracking program; gaming, rewards, and social media integration; special event ridesharing platform; Esri GIS based marketing tools; communication tools within the user interface; and survey, reporting, and emissions compliance platforms.

The current City of Austin platform (SmartCommuteAustin.com) has been further customized with the inclusion of all relevant branding to match the look and feel of other City of Austin programming, added inclusion of specific data and metrics including NOx emission calculation for air quality reporting, inclusion of all localized transportation options including: CapMetro routes, Car2Go, Zipcar, Austin B-Cycle, Park and Ride Lots, and transit hubs, as well as in platform messaging to announce City of Austin programming. Additionally, new integrations with the Commute Tracker by RideAmigos and Strava provide easier trip-tracking and logging than ever before.

Given the breadth of the RideAmigos platform, it's deep integrations with Esri, and the *significant* customizations completed specifically for the City over the last 3 months, there is no company that offers a comparable suite of products than RideAmigos to meet the needs of the City.

Evan Meyer, Jeffrey Chernick and Ben Dalton also hold the patent for RideAmigos. The full patent can be viewed here: <https://www.google.com/patents/US8285570>

On behalf of RideAmigos it is my pleasure to support the City of Austin in its efforts to create a healthier, happier workforce by offering a better way to commute.



Jeffrey Chernick | CEO  
RideAmigos